

DEPARTMENT OF THE ARMY  
HEADQUARTERS UNITED STATES ARMY MATERIEL COMMAND  
5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333-0001

AMC REGULATION  
No. 5-22

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Management

CONTROL, PREPARATION, AND PROCESSING OF MEMORANDUMS OF  
UNDERSTANDING AND SUPPORT AGREEMENTS

Issue of supplements to this regulation is prohibited without prior approval from the Commander, HQ AMC (AMCDMA-MO), 5001 Eisenhower Avenue, Alexandria, VA 22333-0001.

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1. Purpose. This regulation prescribes policy and procedures regarding the control, preparation, and processing of Memorandums of Understanding (MOUs) and support agreements.

2. Applicability. This regulation applies to Headquarters, U.S. Army Materiel Command (AMC) staff elements and AMC major subordinate commands (MSCs), agencies, and activities.

3. Definitions. For the purpose of this regulation the following definitions apply:

a. International agreement. An agreement that is concluded with one or more foreign governments (including their agencies, instrumentalities, or political subdivisions) or with an international organization.

Note. This type of agreement is exempt from the provisions of this regulation.

b. Interagency or interdepartmental support agreement. An agreement between a Department of Defense (DOD) agency and another department(s) and/or agency(ies) of the U.S. Government that provides for the furnishing of support.

c. Interservice support agreement. An agreement between a Department of the Army (DA) agency and another component(s) of DOD that provides for the furnishing of support.

d. Intraservice support agreement. An agreement between AMC activities or AMC activities and another component(s) of DA that provides for the furnishing of support.

e. Memorandum of Understanding (MOU). The documentation of mutually agreed to statements of facts, intentions, procedures, and parameters for future actions and matters of commitment or coordination. Such documentation is not a substitute for formal interservice, interdepartmental and agency, or intraservice support agreements. Types of MOUs follow:

(1) Umbrella MOU. A basic generic document representing MACOM command group level intentions and requirements within which other MOUs and support agreements will be developed, negotiated, and concluded.

(2) Mission support MOU. A functional area oriented document covering specialized procedural guidance in major technical or administrative mission support areas, e.g., civilian personnel servicing; procurement; test, measurement, and diagnostic equipment; modification of materiel; and depot maintenance (wholesale). In addition, this type MOU may set forth the general relationships and responsibilities of AMC's headquarters staff elements or elements of its MSCs, agencies, or activities and their respective counterparts in other MACOMs.

Note. When an umbrella MOU exists, e.g., between AMC and the Eighth U.S. Army, other MOUs and support agreements will function as supplemental implementing provisions and/or annexes respectively.

f. DD Form 1144 (Support Agreement). The authenticating document and cover sheet attached to the detailed arrangements negotiated between two parties for each functional area of support involved in an agreement.

g. Wholesale support. Support accomplished using centrally controlled resources (that is, resources not available to an installation commander for base operations).

h. Retail support. Support accomplished at the post/installation/base level (i.e., base operations support) and between operating commands or field with resources that are available to the installation commander.

Note. Retail support generally covers those categories of support services listed in AR 5-16, appendix E.

4. Policy. a. The primary intent of this regulation is to provide direction toward assuring that the responsibilities of all parties and the resources necessary for mission accomplishment are clearly defined in MOUs and support agreements.

b. MOUs and support agreement will not conflict or replace any higher level approved document that contains policies and procedures associated with the fulfillment of the supplier and receiver functional assignments.

c. As international agreements (described in para 3a) represent a higher level of government-to-government intentions, continual care should be exercised to avoid conflict with their provisions when developing lower MOUs and support agreements. Within the Army, international agreements are originated under the foreign military sales or cooperative research and development programs. Where overlap or impact may be evident, MOUs and support agreements being developed must be coordinated with the Deputy Chief of Staff for Security Assistance (AMCDS), HQ AMC. The majority of the international agreements are to be found under the categories of foreign military sales (FMS), government-to-government bilateral and multilateral MOUs, data exchange annexes, North Atlantic Treaty Organization (NATO) Standardization Agreements (STANAGs), and American-British-Canadian-Australian (ABCA) Quadripartite Standardization Agreements (QSTAGs).

d. All MOUs will be developed by HQ AMC staff elements in coordination with their respective counterparts in other MACOMs as appropriate. When an MSC, agency, or activity requires that an MOU be initiated in a particular mission support area, it will submit the proposed MOU for appropriate action to the HQ AMC staff element having primary functional area responsibility.

e. The use of the DD Form 1144 (AR 5-16, chap 3) in lieu of an MOU is encouraged unless a specialized format is required by a DOD/DA/AMC directive or an MOU is the only appropriate mode. The DD Form 1144's provisions are common for most agreements and exceptions can be entered in the "Remarks" block when required. In addition, the form requires Comptroller concurrence (approval of resources), and is the required form for reporting cost avoidance and/or budget savings in accordance with DA and AMC implementation of the Defense Regional Interservice Support (DRIS) Program.

Note. An MOU or other similar document, when applicable, may accompany the DD Form 1144 which documents officially a support agreement.

f. Support agreement provisions delineating specific responsibilities of the supplier and receiver will be negotiated at the lowest practical command level. Higher officials in the chain of command will determine what level of authority is required to conclude specific agreements.

g. Support agreements will be specific with respect to resources to be provided by both the supplying and receiving activities. Support provided by AMC elements will be on a reimbursable basis unless both parties are funded by the same appropriation or the host is funded to perform that mission. Resources necessary for mission support will be planned, programmed, and budgeted for by the appropriate AMC element. Support will be provided consistent with available capabilities and resources.

h. Manpower resources required to accomplish an agreement's mission will be within an AMC element's current manpower allocation.

i. Support provided through an agreement will not be changed, reduced, or terminated unilaterally without renegotiation with the receiver. If a disagreement regarding support cannot be resolved, the problem will be elevated through command channels for resolution.

j. Agreements will be filed in accordance with AR 340-18.

k. The direction and procedures contained in this regulation are applicable to intra-AMC MOUs and support agreements. The terms, "Memorandum of Understanding" and "Memorandum of Agreement," are synonymous. Within AMC, the preferred term is "Memorandum of Understanding."

5. Responsibilities.

a. The Office of Management and Analysis, HQ AMC (AMCDMA-M), will provide direction for common policy and procedures on the control, preparation, and processing of MOUs and support agreements. When a major mission support MOU approved by HQ AMC command group is concluded, a copy will be furnished to AMCDMA-MO for repository except for international and intelligence MOUs. AMCDMA-M will negotiate umbrella MOUs; however, negotiating responsibility may be delegated to other AMC elements or to obtain assistance when necessary and practicable to determine requirements within a specialized functional area.

b. The Deputy Chief of Staff for Resource Management, HQ AMC (AMCRM) will provide direction for common policies and procedures for the Defense Regional Interservice Support (DRIS) Program. Copies of all MOUs pertaining to retail base operations support and wholesale support, as applicable, under the DRIS Program will be provided to AMCRM-MP. Two copies of each Support Agreement (DD Form 1144) will be forwarded to Commander, U.S. Army Installations and Services Activity, ATTN: AMXEN-SA, Rock Island, IL 61299.

c. The Deputy Chief of Staff for Intelligence, HQ AMC (AMCMI) will provide for a standardized system which includes the control, formats, review, revision, and rescission, when required, of intelligence MOUs and support agreements. No intelligence MOU or support agreement will be negotiated, drafted, or concluded without AMCMI personnel in attendance. A copy of concluded intelligence MOUs and support agreements will be provided to AMCMI for repository.

d. The Deputy Chief of Staff for Personnel, HQ AMC (AMCPE), will provide for a standardized system which includes the control, formats, review, revision, and rescission, when required, of civilian personnel MOUs and agreements. Civilian personnel MOUs and agreements will be coordinated with AMCPE as required.

e. The Deputy Chief of Staff for Supply, Maintenance, and Transportation, HQ AMC (AMCSM), will provide for a standardized system which includes the control, formats, review, revision, and rescission, when required, of MOUs and support agreements for matters involving logistical support to include materiel fielding, wholesale depot maintenance, and

modification work orders. MOUs and support agreements for these areas will be coordinated with AMCSM as required.

f. The Deputy Executive Director for Test, Measurement, and Diagnostic Equipment, HQ AMC (AMCTM-S), will provide for a standardized system which includes the control, formats, review, revision, and rescission, when required, of MOUs and support agreements involving test, measurement, and diagnostic equipment (TMDE). TMDE MOUs and support agreements will be coordinated with AMCTM-S as required.

g. All HQ AMC staff elements are responsible for --

(1) Providing technical direction and conditions for MOUs and support agreements within their specified functional area.

(2) Coordinating MOUs which require HQ AMC command group signature with AMCDMA-MO prior to approval. International and intelligence MOUs do not require AMCDMA-MO coordination prior to approval.

(3) Reviewing their MOUs on an annual basis for potential revision or rescission.

(4) Providing for central control of MOUs negotiated and/or approved in HQ AMC by their staff element.

h. Commanders of AMC MSCs, agencies, and activities are responsible for --

(1) Determining support requirements and specific support that can be provided to others.

(2) Providing only support within their own resources unless approved by higher headquarters.

(3) Complying with the terms and conditions of all applicable agreements or advising the HQ AMC staff element for the functional area concerned of circumstances that prevent full or partial compliance.

(4) Informing the appropriate HQ AMC staff element when substantial changes are required in the particular provisions of an MOU for which the MSC, agency, or activity is assigned fulfillment accountability.

i. All AMC elements will review their support agreements on a triennial basis at least 120 days prior to the anniversary date. Support agreements may be revised at any time upon the mutual consent in writing of the parties concerned, or canceled at any time by mutual consent of the parties concerned or by either party upon giving at least 180 days written notice to the other party.

6. Recurring agreements. These types of MOUs and support agreements are those which require support to or from another element on a continuing basis. The primary forms of recurring MOUs and support agreements and their source directives follow:

a. International agreement - DODI 2050.1 and AR 10-36 (parties to the agreement decide on mutual format).

b. Interagency, interdepartmental, interservice, and intraservice support agreement - AR 340-15 (MOU format), and AR 5-16 (DD Form 1144) as applicable.

(1) An AMC element, to receive recurring base operations support, will initiate negotiations by providing the supplying element projections of support (a draft support agreement or a letter of request) required to accomplish its mission and funding documentation to finance the support. The supplying element will finalize the agreement upon completion of negotiations.

(2) When an AMC tenant on an AMC installation requires facilities or services above the normal level maintained by host, the tenant will reimburse the host.

(3) Separate agreements will be negotiated when an AMC element is both a receiver and a supplier of recurring base operations support.

c. Wholesale depot maintenance MOUs or support agreements - AR 750-1; AMCR 750-10; and AR 5-16 (special MOU format and/or DD Form 1144).

d. Test, measurement, and diagnostic equipment (TMDE) agreements - AR 750-25; AR 750-43; AR 340-15; and AR 5-16 (major mission support MOU and/or DD Form 1144).

e. Civilian personnel agreements - DOD Dir 1400.16; Chapter 254.2, DA CPR 2000; and AR 5-16 (formats - Master Civilian Personnel Servicing Agreements; Supplemental Civilian Personnel Servicing Agreement; Civilian Personnel Agreement; and DD Form 1144 as applicable).

f. Other recurring MOUs and support agreements covering specialized functional areas, e.g., finance, procurement, nuclear-chemical, intelligence, etc. - AR 340-15, and AR 5-16 (MOU format and/or DD Form 1144).

7. Term agreements. These types of MOUs and support agreements are those which require support to another element on a temporary (one-time) basis and have a forecasted completion date.

a. Materiel Fielding Agreements (MFAs) - AR 700-127; DARCOM-R 700-15 (special format).

b. Modification Work Order (MWO) Fielding Plans MOUs - AR 750-10 (special MOU format).

c. Other term MOUs and/or support agreements, e.g., providing support through maintenance teams, new equipment training teams, special inspection teams, etc. - AR 340-15 (MOU format).

8. Content of agreements. The content of MOUs and support agreements should not reiterate the operating policies and procedures contained in higher command level directives which are common to the parties involved. (See additional instructions in para 4c.) Paragraphs of these directives, depending on the functional area involved, should be cross-referenced. The following paragraphs (not intended as a format) provide standpoint criteria which will be addressed to the maximum extent possible when preparing or negotiating MOUs and support agreements.

a. Subject and a mission support statement.

b. References directly related.

c. Scope.

d. Unit title, address, Unit Identification Code (UIC), point of contact, and AUTOVON/commercial telephone numbers for--

(1) AMC element providing support to non-AMC element.

(2) Non-AMC element receiving support from AMC element.

(3) Non-AMC element providing retail support if different from (2) above.

e. AMC element's annual fiscal resources (estimated/committed by program element) and dollar amount funded by AMC element. Indicate whether support is reimbursable or nonreimbursable.

f. AMC personnel strength data by number and by manyear, i.e., military, civilian, U.S. contractor(s), and others (specify).

g. Each organization's responsibilities and special requirements that are not explained in higher command-level agreements.

h. Identification of equipment to be supported by AMC element.

i. Scope of maintenance and services to be provided by AMC element.

j. For term agreements, include applicable retail base operations support to be provided by non-AMC element, e.g., estimated facility/office space/hardstand requirements, etc.

k. MOUs and support agreements negotiated in support of a war plan or contingency planning will reference the transition to war/contingency plan. Specific support as stated in the transition to war/contingency plan will not be repeated in the agreement. Provisions for evacuation of nonessential AMC civilian personnel and dependents during applicable emergencies will be included in the agreement if not adequately covered in transition to war/contingency plans. Evacuation orders will be cross-referenced as applicable.

l. MOUs and support agreements with contracts involved will state which command will provide the resources for contract administration when required. All arrangements for contractual support, including host nation and/or U.S. contractor support, will be included as applicable. Provisions will be made for the continuation of identified war critical support, including the designation of the responsible command/activity.

m. Include, as applicable, host nation/third-country national support to be provided during peacetime and wartime to AMC by non-AMC elements OCONUS. In those cases where the support represents a future requirement, not yet negotiated with the host nation, the agreement will identify the requirement and procedures for acquiring the support, including the identification of offices having specific responsibilities for prescribed actions.

n. Identify, as applicable, intercommand relationships such as-- Who establishes priorities and output distribution, who is responsible for various reports, the location and availability of related or peripheral support functions which will be required by AMC from time to time, the identification of specific points-of-contact at the time these relationships are established and changes thereto.

o. In unusual circumstances when specific data are required, but cannot be obtained prior to planned implementation of an agreement, the agreement will state that these data will be identified in a subsequent revision to the agreement.

p. Effective date and duration date of agreement when known. The effective date of an agreement is based upon date of the last signature unless otherwise stated.

9. European theater requirements. a. MOUs and support agreements involved with support in the European theater will be coordinated as indicated below with Commander, AMC-Europe, ATTN: AMXEU-R, APO NY 09333. AMC-Europe will dispatch acknowledgment of receipt of draft or final MOUs and support agreements within 3 working days.

b. A copy of all international agreements, will be furnished to AMC-Europe for information except for foreign military sales (FMS) Letters of Offer and FMS leases. Information FMS agreements and FMS leases will be provided to AMC-Europe when circumstances dictate.



c. A copy of all support agreements involving TMDE support operations will be provided to AMC-Europe for information.

d. A copy of draft retail and/or base operations support type agreements requiring resources beyond those available to either party will be provided to AMC-Europe 18-24 months in advance consistent with established budgetary cycles. Agreements out of the established budgetary cycle will be processed as exceptions to policy.

e. The Commanding General, AMC-Europe will be a signatory on all materiel fielding agreements.

f. Agreements, other than b, c, and d above, will be furnished to AMC-Europe in draft as soon as requirements are known.

g. AMC-Europe will provide a repository for agreements involved with support to or from non-AMC elements in the European theater.

h. Any modifications to AMC military spaces (except for normal rotation) in support of U.S. Army, Europe and Seventh Army (USAREUR) will be submitted to Commander, HQ AMC (AMCRM-MH), for coordination with AMC-Europe and approval by USAREUR.

i. A copy of proposed contract(s) containing provisions for contractor logistics support and privileges in the European theater will be forwarded for coordination to the Commander, AMC-Europe (AMXEU-R), in accordance with Part 25 of the AMC Acquisition Instruction, unless those specific contract provisions were previously coordinated through the Materiel Fielding Plan.

The proponent of this regulation is the United States Army Materiel Command. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Commander, HQ AMC (AMCDMA-MO), 5001 Eisenhower Avenue, Alexandria, VA 22333-0001.

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Appendix

LIST OF DIRECTIVES CONTAINING AGREEMENT IMPLICATIONS

DOD Directive 1400.16, Interdepartmental Civilian Personnel Administration Support.

DOD Instruction 2050.1, Delegated Approval Authority to Negotiate and Conclude International Agreements.

DOD Directive 4000.19, Interservice, Interdepartmental, and Interagency Support.

DOD Directive 5530.3, International Agreements.

DA CPR 200, General Personnel Provisions.

AR 1-200, Inspection and Staff Visits.

AR 5-8, Host-Supported Activity Relationship (Intraservice).

AR 5-9, Intraservice Support Installation Area Coordination.

AR 5-16, Army Supplement to Defense Regional Interservice Support (DRIS) Regulation (DOD 4000.19-R).

AR 10-11, Organization and Functions, U.S. Army Materiel Command.

AR 10-20, Organization and Functions, Civilian Personnel Administration.

AR 11-22, Mutual Support Programs.

AR 37-27, Accounting Policy and Procedures for Intragovernment, Intradefense and Intra-Army Transactions.

AR 37-49, Budgeting, Funding, and Reimbursement for Base Operations Support of Army Activities.

AR 37-57, Support of International Military Activities.

AR 37-60, Pricing for Materiel and Services.

AR 37-108, General Accounting and Reporting for Finance and Accounting Offices.

AR 340-15, Office Management - Preparing Correspondence.

AR 340-18, The Army Functional Files System.

Appendix--continued

AR 405-10, Acquisition of Real Property and Interests Therein.

AR 550-51, Authority and Responsibility for Negotiating, Concluding, Forwarding, and Depositing of International Agreements.

AR 700-4, Logistic Assistance Program.

AR 700-127, Integrated Logistic Support.

AR 750-1, Maintenance of Supplies and Equipment.

AR 750-10, Modification of Materiel.

AR 750-12, Cooperative Logistics Maintenance Support and Services Arrangements.

AR 750-25-1, Army Test, Measurement, and Diagnostic Equipment (TMDE) Calibration and Repair Support Program.

AR 750-51, Maintenance Assistance and Instruction Team (MAIT) Program.

DARCOM-R 700-15, Integrated Logistic Support (ILS).

DARCOM Suppl 1 to AR 750-10, Modification of Materiel.